

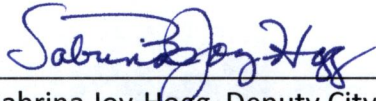


**To the Honorable Council
City of Norfolk, Virginia**

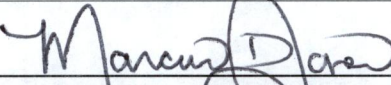
March 10, 2015

From: David S. Freeman, AICP, Director of General
Services

Subject: Conveyance of Buildable
GEM Lots for Disposition Located at
1517 Conoga St. and 1519 Conoga St.
to Southside Coalition Community
Development Corporation (SCCDC).

Reviewed: 
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 4/7

Approved: 
Marcus D. Jones, City Manager

Item Number:

PH-7

I. Recommendation: Adopt Ordinance

II. Applicant: Southside Coalition Community Development Corporation
Roscoe Calloway, President
2812 Kimball Terrace
Norfolk, VA 23504

III. Description
This agenda item is an Ordinance to dispose of two vacant Buildable GEM Lot parcels of City-owned land. These two parcels are GEM Lots and were acquired by the City under Section 58.1-3970.1 of the Code of Virginia, 1950, as amended. These parcels are to be conveyed to SCCDC under the Buildable GEM Lots for Disposition Program.

IV. Analysis
The SCCDC proposes to use these two Buildable GEM Lots to build a home (see attached aerial). Conveying these GEM Lots to SCCDC will enable the City to place the property back on the tax rolls. No specific City use has been identified for this property and therefore, conveyance to SCCDC is consistent with the goals of the GEM Program.

The SCCDC, a non-profit organization has requested the acquisition of Buildable GEM Lots for a community based initiative that will allow them to develop single family infill homes on the Southside to encourage homeownership for first time home buyers.

V. Financial Impact

Cost for Conveyance	Twenty-seven Thousand Two Hundred Dollars (\$27,200.00)
Typical Costs of Closing	Each party to this transaction shall pay its own legal fees.
FY2015 Assess Value of Parcel	\$27,200.00
Annual Tax Revenue	\$312.80 annually

VI. Environmental

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

In accordance with the Norfolk City Charter and Virginia State law, a legal notice was posted in *The Virginian-Pilot*. In addition, public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the Department of General Services - Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Conveyance Agreement
- Declaration of Protective and Restrictive Covenants

Form and Correctness Approved:

By

Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By

DEPT. General Services

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO SOUTHSIDE COALITION COMMUNITY DEVELOPMENT CORPORATION OF CERTAIN PARCELS OF PROPERTY LOCATED AT 1517 CONOGA STREET AND 1519 CONOGA STREET FOR THE TOTAL SUM OF \$27,200.00 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONVEYANCE AGREEMENT; AND AUTHORIZING THE RELEASE OF THE CITY'S RIGHT OF REVERTER UPON CERTAIN CONDITIONS.

- - -

WHEREAS, Section 58.1-3970.1 of the Code of Virginia, 1950, as amended, authorizes the appointment of a Special Commissioner for the purpose of conveying to localities, in lieu of public auction, certain real property with delinquent taxes and liens that meet certain criteria set forth therein; and

WHEREAS, the parcels of real property located at 1517 Conoga Street and 1519 Conoga Street and more particularly described in Exhibit A, attached hereto and made a part hereof ("Property"), were conveyed to the City of Norfolk ("City") by a Special Commissioner's deed executed and delivered pursuant to a decree entered by the Circuit Court of the City of Norfolk in accordance with the provisions of Section 58.1-3970.1 of the Code of Virginia, 1950, as amended; and

WHEREAS, upon acquisition of the Property, the City

recorded Declarations of Protective and Restrictive Covenants ("Restrictive Covenants") in the Clerk's Office of the Circuit Court of the City of Norfolk, as Instrument Nos. 050018721 and 050050211, which documents provide, inter alia, that a violation of any protective or restrictive covenant contained therein shall, in the sole discretion of the City, cause the title to the Property to revert to the City; and

WHEREAS, Council has determined that the Property is not needed for any of the uses or purposes of the City and is a continuing financial burden on the City; and

WHEREAS, Section 2(5) of the Norfolk City Charter provides the City with broad authority for the disposition of its real property; and

WHEREAS, the said parcels have a current total assessed value of \$27,200.00, to wit: Parcel 1: 1517 Conoga Street (RE#0647-9700) - \$13,600.00; and Parcel 2: 1519 Conoga Street (RE# 4486-3800) - \$13,600.00; and

WHEREAS, Council has determined that the public interest is best served by the conveyance of the Property to Southside Coalition Community Development Corporation for the sum of \$27,200.00 in accordance with the policies and procedures of the City's "GEM" Program and upon the terms and conditions set forth in the Conveyance Agreement attached hereto as Exhibit B; and

WHEREAS, in order that any potential purchasers of the

Property may be able to obtain appropriate financing, it is necessary that the City's right of reverter be released as to the Property; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the conveyance of the Property, located at 1517 Conoga Street and 1519 Conoga Street and further described in Exhibit A, to Southside Coalition Community Development Corporation for the total sum of \$27,200.00 in accordance with the policies and procedures of the City's "GEM" Program and upon the terms and conditions set forth in the Conveyance Agreement attached as Exhibit B, is hereby authorized and approved.

Section 2:- That the City Manager, and the other proper officers of the City, are authorized to execute the Conveyance Agreement on behalf of the City of Norfolk, and upon receipt of the sum of \$27,200.00 to deliver to Southside Coalition Community Development Corporation a Special Warranty Deed in form satisfactory to the City Attorney, and to do all other things necessary and proper to effect the conveyance of the said Property to Southside Coalition Community Development Corporation.

Section 3:- That the City Manager is authorized to release the City's right of reverter as to this Property upon the following conditions: (1) receipt by the City of written notification by SCCDC that a potential purchaser of the Property has been identified; and (2) approval of the potential purchaser of the Property by the City Manager. In all other respects the Declarations of Protective and Restrictive Covenants recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as Instrument Nos. 050018721 and 050050211 shall remain in full force and effect.

Section 4:- That the City Manager is further authorized to correct, amend or revise the Conveyance Agreement as he may deem advisable to carry out the intent of the Council as expressed herein.

Section 5:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

EXHIBIT "A"

Tax Account Number 0647-9700

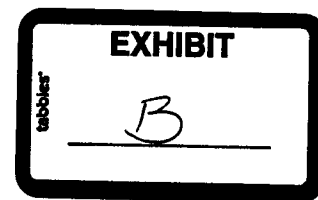
All that certain lot of land situated in Campostella, Norfolk, Virginia, numbered 1517 Conoga Street (formerly Norfolk County), and known as lot One Hundred Seventy-eight (178), on the plat of Campostella, filed with the deed of Partition from F.M. Whitehurst, Trustee, to J.P. Jones, et als, recorded in Deed Book 172, at age 83, and in M.B. 3, P. 4, in the Clerk's Office of the Circuit Court of the City of Chesapeake (formerly Norfolk County), Virginia.

IT BEING the same property by deed conveyed to Jesse Lee Byrd from Vivian Page - Receiver for the Citizens Mutual Building Association, Incorporated, dated March 1, 1940, recorded October 2, 1943 in Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 411, page 153.

Tax Account Number 4486-3800

All that certain lot of land, with the improvements thereon numbered 1519 Conoga Street, in the City of Norfolk, Virginia, known, numbered and designated as lot One Hundred Seventy Nine (179), on the plat of Campostella, filed with the deed of partition from F.M. Whitehurst, Trustee, to J.P. Jones, et als, recorded in Deed Book 172, at page 83, and in M.B. 3, P. 4, in the Clerk's Office of the Circuit Court of the City of Chesapeake (formerly Norfolk County), Virginia.

IT BEING the same property was originally conveyed by deed from I.N. Wilson and Eva Wilson, his wife, dated October 25, 1945 to Eugene Vango and Matilda Vango; and recorded November 2, 1945, in the Clerk's Office of the Circuit Court of the City of Norfolk in Deed Book 499, page 80; and the said Matilda Vango died intestate June 24, 1972 and by her List of Heirs File No.: 337-81 the property was inherited by Eugene Vango, Sr., her husband, Ray C. Vango, Anthony Vango, Martin Vango and Eugene Vango, Jr., her sons.



CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT made this ____ day of _____, 2015, between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia ("City"), and SOUTHSIDE COALITION COMMUNITY DEVELOPMENT CORPORATION, a Virginia corporation ("SCCDC").

RECITALS:

A. City is the owner in fee simple absolute of certain parcels of real property, together with all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, known as 1517 Conoga Street and 1519 Conoga Street, more particularly described in Exhibit A, attached to and made a part of this Agreement (the "Property"), the City having acquired the same pursuant to the provisions of Section 58.1-3970.1 of the Code of Virginia, 1950, as amended.

B. Upon acquisition of the Property, the City recorded Declarations of Protective and Restrictive Covenants ("Restrictive Covenants") in the Clerk's Office of the Circuit Court of the City of Norfolk, as Instrument Nos. 050050211 and 050018721, copies of which are attached as Exhibits B and C, which documents provide, *inter alia*, that a violation of any protective or restrictive covenant contained therein shall, in the sole discretion of the City, cause the title to the Property to revert to the City.

C. The conveyance of the Property to SCCDC will enable SCCDC to combine both lots and construct attractive and affordable housing that will enhance the Property, as well as the neighborhood generally, and will return the Property to the real estate tax rolls.

D. In order that any potential purchaser of the Property may be able to obtain appropriate financing, it is necessary that the City's right of reverter be released as to the Property.

E. The City therefore desires to sell the Property to SCCDC and SCCDC desires to purchase the Property in accordance with the terms and conditions of this Agreement.

F. These recitals are incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained in this Agreement the City agrees to convey and SCCDC agrees to

accept the conveyance of the Property, together with all easements, rights, and appurtenances thereto as follows:

1. SALE. City agrees to sell and SCCDC agrees to purchase the Property, together with all easements, rights, and appurtenances thereto.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is Twenty-seven Thousand Two Hundred Dollars and 00/100 (\$27,200.00), and the Purchase Price will be paid in the form of a certified check, or by wire transfer of funds at closing.

3. CONVEYANCE.

a. The City agrees to convey the property to SCCDC, "AS IS," by Special Warranty Deed, free and clear of all encumbrances, tenancies, and liens (for taxes or otherwise), except as may otherwise be provided in this Agreement, subject to applicable easements and restrictive covenants of record, and specifically the Restrictive Covenants attached hereto as Exhibit B.

b. The City shall release the City's right of reverter as to this Property (1) upon written notification by SCCDC that a potential purchaser has been identified by SCCDC and (2) upon the City's approval of such purchaser. In all other respects the Declarations of Protective and Restrictive Covenants recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as Instrument Nos. 050018721 and 050050211 shall remain in full force and effect.

c. Possession of the Property will be given to SCCDC at Closing.

d. City agrees to pay the expenses of preparing the deed. SCCDC will pay all other fees and costs charged in connection with the transfer of the Property and the recordation of the deed.

e. City and Purchasers agree that the attorney or title insurance company ("Title Company") selected by the Purchasers shall act as the settlement agent ("Settlement Agent") at Purchasers' expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph 15.

4. CLOSING. The Closing will be made at the offices of the Norfolk City Attorney, in Norfolk, Virginia 23510, or such other location as the parties may agree, within 120 days of the effective date of the ordinance authorizing the conveyance of the

property by the City ("Effective Date"), unless extended by mutual agreement of the parties.

5. CONDITIONS. SCCDC's obligations are expressly conditioned upon the satisfaction of each of the following conditions in the sole determination of SCCDC, it being understood that the City is under no obligation whatsoever to expend any funds to satisfy any of these conditions. If any one of the following conditions cannot be met within 120 days after the Effective Date, SCCDC may unilaterally terminate this Agreement:

- a. Receipt of a satisfactory title commitment.
- b. Receipt of a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by SCCDC at SCCDC's expense, and such other testing and reports as may be reasonably required by SCCDC or recommended in the Phase I Report, any such additional testing and reports to be at SCCDC's expense.
- c. Satisfaction by the City of all of his obligations under this Agreement.

6. NO REPRESENTATIONS AND WARRANTIES BY CITY. SCCDC acknowledges that the City has made no representations or warranties whatsoever in regard to the Property.

7. LOT NOT BUILDABLE. SCCDC acknowledges that each property being conveyed, standing alone, is not of sufficient size or dimension to permit the construction of a single family dwelling under the regulations of the City of Norfolk currently in effect.

8. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

SCCDC: Southside Coalition Community Development Corporation
Attn: Roscoe Callaway
2812 Kimball Terrace
Norfolk, Virginia 23504

City: Director, Department of General Services
Office of Real Estate

City of Norfolk
232 East Main Street, Suite 250
Norfolk, Virginia 23510

With a copy to: Bernard A. Pishko
City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

9. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing.

10. BROKERAGE OR AGENT'S FEES. Neither the City nor SCCDC are represented by a real estate broker, agent or finder in this transaction. No fees or commissions are or will be due from or payable by the City as a result of this transaction. The City shall not have any obligation whatsoever to pay any brokerage or agent's fees or commissions, nor shall the City have any obligation whatsoever to see that any such fees or commissions are paid.

11. DEFAULT AND REMEDIES.

a. If the conveyance contemplated by this Agreement is not consummated because of City's or SCCDC's default, the non-defaulting party may elect to:

(i) Terminate this Agreement; or

(ii) Seek and obtain specific performance of this Agreement.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

13. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.

14. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns.

15. IRS REPORTING REQUIREMENTS. For the purpose of complying with any information reporting requirements or other rules and regulations of the Internal Revenue Service ("IRS") that are or may become applicable as a result of or in connection with the transaction contemplated by this Conveyance Agreement including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively the "IRS Reporting Requirements"), Seller and Purchaser hereby designate and appoint the Purchaser's attorney or Title Company to act as the "Reporting Person" (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. The attorney or Title Company hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Conveyance Agreement. Without limiting the responsibility and obligations of the attorney or Title Company as the Reporting Person, Seller and Purchaser hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including but not limited to, the requirement that Seller and Purchaser each retain an original counterpart of this Purchase and Sale Agreement for at least four (4) years following the calendar year of the Closing.

WITNESS the following duly authorized signatures and seals:

(SIGNATURE PAGES TO FOLLOW)

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on _____, do hereby certify that Marcus D. Jones, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Purchase and Sale Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2015.

Notary Public

Registration No. _____

Contents Approved:

Director, Department of General Services

Approved as to Form and Correctness:

Deputy City Attorney

**SOUTHSIDE COALITION COMMUNITY
DEVELOPMENT CORPORATION**

By: _____

Title: _____

STATE OF VIRGINIA

CITY/COUNTY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City/County of Norfolk, in the State of Virginia, whose term of office expires on _____, do hereby certify that _____, as _____ (Title), on behalf of Southside Coalition Community Development Corporation, whose name is signed to the foregoing Purchase and Sale Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2015.

Notary Public

Registration No. _____

ACKNOWLEDGMENT BY ATTORNEY

The undersigned attorney, (Name of attorney), hereby acknowledges receipt of a fully executed copy of the Conveyance Agreement between the City of Norfolk and (Purchaser), dated (date of Agreement) and hereby accepts the obligations of "Settlement Agent" set forth therein.

(Name of attorney)

Date: _____

EXHIBIT "A"

Tax Account Number 0647-9700

All that certain lot of land situated in Campostella, Norfolk, Virginia, numbered 1517 Conoga Street (formerly Norfolk County), and known as lot One Hundred Seventy-eight (178), on the plat of Campostella, filed with the deed of Partition from F.M. Whitehurst, Trustee, to J.P. Jones, et als, recorded in Deed Book 172, at age 83, and in M.B. 3, P. 4, in the Clerk's Office of the Circuit Court of the City of Chesapeake (formerly Norfolk County), Virginia.

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Instrument Control Number

2005 NOV 28 A 10:38

000138

**Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A**

[LS VLR Cover Sheet Agent 1.0.66]

NOV. 28 050050211

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Date of Instrument: [11/23/2005]

Instrument Type: [RI]

Number of Parcels [1]

Number of Pages [6]

City ☒ County ☐ [City Of Norfolk] (Box for Deed Stamp Only)**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk]	[N/A]	[N/A]	[N/A]
[Bernard]	[Alfred]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk]	[a Municipal Corporation]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [City of Norfolk]
 (Address 1) [Norfolk City Attorney's Office]
 (Address 2) [810 Union Street, Room 900]
 (City, State, Zip) [Norfolk] [VA] [23510]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☒ County ☐ [N/A] Percent. In this Juris. [0]

Book [N/A] Page [N/A] Instr. No [050011057]

Parcel Identification No (PIN) [(Tax Account No. 0647-9700)]

Tax Map Num. (if different than PIN) [n/a]

Short Property Description [Lot 178, plat of Campostella]

Current Property Address (Address 1) [1517 Conoga Street]

(Address 2) []

(City, State, Zip) [] [] []

Instrument Prepared by [Charles Stanley Prentace]

Recording Paid for by [N/A]

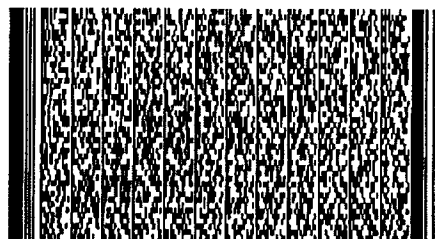
Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney]

(Address 1) [Norfolk City Attorney's Office]

(Address 2) [810 Union Street, 900 City Hall Building]

(City, State, Zip) [Norfolk] [VA] [23510]

Customer Case ID [N/A] [] []



Jessie Byrd

Instrument Control Number

2005 MAY 10 P 12:00

000018722

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

MAY 10 050018722

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [3/28/2005]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [6]

City ☒ County ☐ [City Of Norfolk] (Box for Deed Stamp Only)**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[Byrd]	[Jessie]	[]	[]
[]	[]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk]	[A municipal corporation]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [City of Norfolk]

(Address 1) [Norfolk City Attorney's Office]

(Address 2) [810 Union Street, Room 900]

(City, State, Zip) [Norfolk] [VA] [23510]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☐ [] Percent. In this Juris. [100]

Book [] Page [] Instr. No []

Parcel Identification No (PIN) [N/A]

Tax Map Num. (If different than PIN) [N/A]

Short Property Description [1517 Conoga Street]

Current Property Address (Address 1) [1517 Conoga Street]

(Address 2) []

(City, State, Zip) [NORFOLK]

[VA]

Instrument Prepared by [City of Norfolk]

Recording Paid for by [N/A]

Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney]

(Address 1) [Department of Law]

(Address 2) [810 Union Street, Room 900]

(City, State, Zip) [Norfolk] [VA] [23510]

Customer Case ID [N/A] [N/A] [N/A]



2005 MAY 10 PM 2:00

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**DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
RELATIVE TO PROPERTY LOCATED AT
1517 CONOGA STREET**

THIS DECLARATION, made this 25th day of March, 2005, by the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia
("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located at 1517
Conoga Street, City of Norfolk, Virginia, Tax Account 0647-9700, and more particularly
described in Exhibit A, attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development,
improvement and maintenance of the Property, and the surrounding neighborhood,
deems it suitable and appropriate to establish and publish certain standards and
restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual
benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent
purchasers of the Property, Declarant does hereby declare said Property to be subject to
the following covenants, which covenants shall run with the land and shall be binding
on all parties having or acquiring any right, title or interest in and to the Property or
any part thereof.

A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.

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2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and

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with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.

D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity,

2005 MAY 10 PM 01

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a violation of any protective or restrictive covenant contained herein shall, in the sole discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

CITY OF NORFOLK

By: *Regina V.K. Williams* [SEAL]
City Manager

Attest:

R. Breckenridge Daughtrey
City Clerk

Approved as to form and correctness:

[Signature]
Deputy City Attorney

STATE OF VIRGINIA

CITY OF NORFOLK, to-wit:

I, *Shelia N. Weldon*, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the *31st* day of *August*, *2006*, do hereby certify that Regina V.K. Williams, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated *March* *25*, 2005 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this *4th* day of *May*, 2005.

Shelia N. Weldon [SEAL]
Notary Public

2005 MAY 10 PM 12 01

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EXHIBIT "A"

Tax Account Number 0647-9700

All that certain lot of land situated in Campostella, Norfolk, Virginia, numbered 1517 Conoga Street (formerly Norfolk County), and known as lot One Hundred Seventy-eight (178), on the plat of Campostella, filed with the deed of Partition from F.M. Whitehurst, Trustee, to J.P. Jones, et als, recorded in Deed Book 172, at age 83, in the Clerk's Office of the Circuit Court of the City of Chesapeake (formerly Norfolk County), Virginia.

IT BEING the same property by deed conveyed to Jesse Lee Byrd from Vivian Page - Receiver for the Citizens Mutual Building Association, Incorporated, dated March 1, 1940, recorded October 2, 1943 in Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 411, page 153.

INSTRUMENT #050050211
RECORDED IN THE CLERK'S OFFICE OF
NORFOLK ON
NOVEMBER 28, 2005 AT 10:38AM
GEORGE E. SCHAEFER, CLERK

RECORDED BY: DXJ

INSTRUMENT #050018722
RECORDED IN THE CLERK'S OFFICE OF
NORFOLK ON
MAY 10, 2005 AT 12:00PM
GEORGE E. SCHAEFER, CLERK

RECORDED BY: TFR

Instrument Control Number

2005 MAY 10 AM 59

000607

**Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A**

MAY 10 050018721

[ILS VLR Cover Sheet Agent 1.0.66]

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C
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Date of Instrument: [3/28/2005]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [6]

City ☒ County ☐ [City Of Norfolk] (Box for Deed Stamp Only)**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[Vango]	[Eugene]	[]	[]
[]	[]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk]	[A municipal corporation]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [City of Norfolk]

(Address 1) [Norfolk City Attorney's Office]

(Address 2) [810 Union Street, Room 900]

(City, State, Zip) [Norfolk] [VA] [23510]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☐ [] Percent. in this Juris. [100]

Book [] Page [] Instr. No []

Parcel Identification No (PIN) [N/A]

Tax Map Num. (if different than PIN) [N/A]

Short Property Description [1519 Conoga Street]

[]

Current Property Address (Address 1) [1519 Conoga Street]

(Address 2) []

(City, State, Zip) [NORFOLK] [VA] []

Instrument Prepared by [City of Norfolk]

Recording Paid for by [N/A]

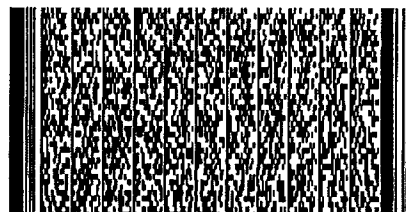
Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney]

(Address 1) [Department of Law]

(Address 2) [810 Union Street, Room 900]

(City, State, Zip) [Norfolk] [VA] [23510]

Customer Case ID [N/A] [N/A] [N/A]



2805 MAY 10 PM 12:00

000600

**DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
RELATIVE TO PROPERTY LOCATED AT
1519 CONOGA STREET**

THIS DECLARATION, made this 25th day of March, 2005, by the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia
("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located at 1519
Conoga Street, City of Norfolk, Virginia, Tax Account 4486-3800, and more particularly
described in Exhibit A, attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development,
improvement and maintenance of the Property, and the surrounding neighborhood,
deems it suitable and appropriate to establish and publish certain standards and
restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual
benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent
purchasers of the Property, Declarant does hereby declare said Property to be subject to
the following covenants, which covenants shall run with the land and shall be binding
on all parties having or acquiring any right, title or interest in and to the Property or
any part thereof.

A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.

2005 MAY 10 P 12 00

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2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and

with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.

D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity,

2005 MAY 10 P 10:09

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a violation of any protective or restrictive covenant contained herein shall, in the sole discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

CITY OF NORFOLK

By: *Regina V.K. Williams* [SEAL]
City Manager

Attest:

R. Breckenridge Daughtrey
City Clerk

Approved as to form and correctness:

[Signature]
Deputy City Attorney

STATE OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, *Shelia W. Meder*, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the 31st day of August, 2006, do hereby certify that Regina V.K. Williams, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated March 25, March, 2005 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 4th day of May, 2005.

Shelia W. Meder [SEAL]
Notary Public

2005 MAY 10 PM 12:00

000113

EXHIBIT "A"

Tax Account Number 4486-3800

All that certain lot of land, with the improvements thereon numbered 1519 Conoga Street, in the City of Norfolk, Virginia, known, numbered and designated as lot One Hundred Seventy Nine (179), on the plat of Campostella, filed with the deed of partition from F.M. Whitehurst, Trustee, to J.P. Jones, et als, recorded in Deed Book 172, at page 83, in the Clerk's Office of the Circuit Court of the City of Chesapeake (formerly Norfolk County), Virginia.

IT BEING the same property was originally conveyed by deed from I.N. Wilson and Eva Wilson, his wife, dated October 25, 1945 to Eugene Vango and Matilda Vango; and recorded November 2, 1945, in the Clerk's Office of the Circuit Court of the City of Norfolk in Deed Book 499, page 80; and the said Matilda Vango died intestate June 24, 1972 and by her List of Heirs File No.: 337-81 the property was inherited by Eugene Vango, Sr., her husband, Ray C. Vango, Anthony Vango, Martin Vango and Eugene Vango, Jr., her sons.

INSTRUMENT #050018721
RECORDED IN THE CLERK'S OFFICE OF
NORFOLK ON
MAY 10, 2005 AT 11:59AM
GEORGE E. SCHAEFER, CLERK

RECORDED BY: TFR

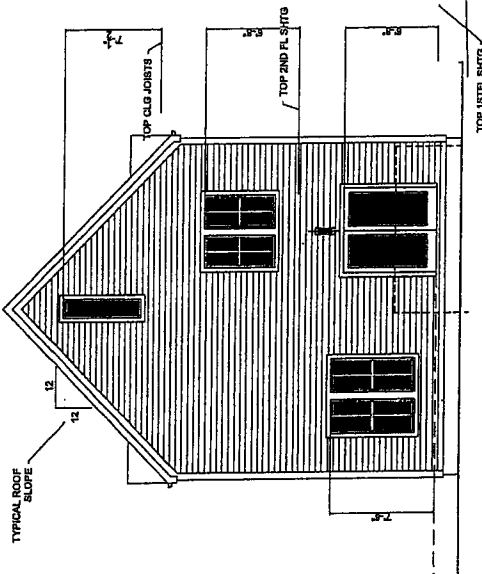
1517-1519 Conoga Street

- Buyer:
Southside Community
development
Corporation.
- Neighborhood:
Campostella Heights
- Parcel Size:
Two 30'x100' parcels
- Zoning – R-9

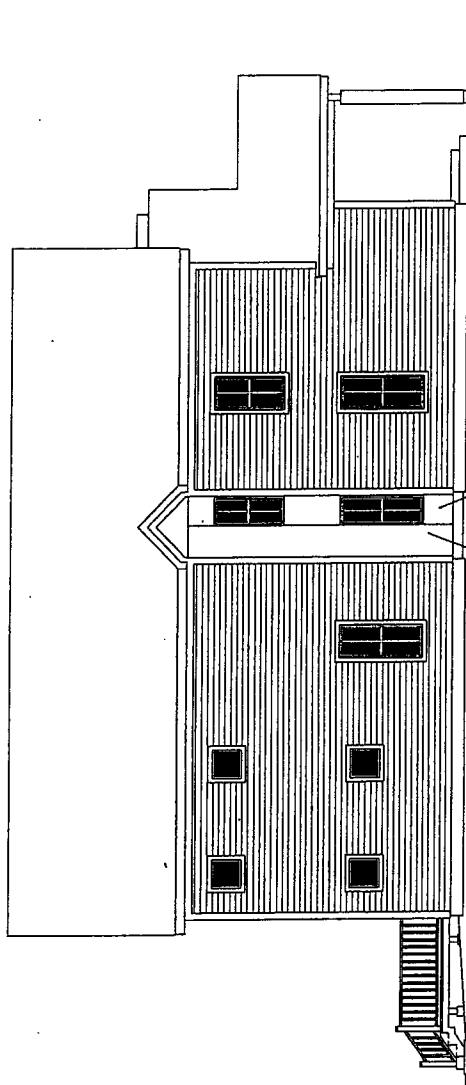


Assessed Value	\$27,200.00
Taxes/Liens and Fees	\$20,847.03
Sales Price	\$27,200.00

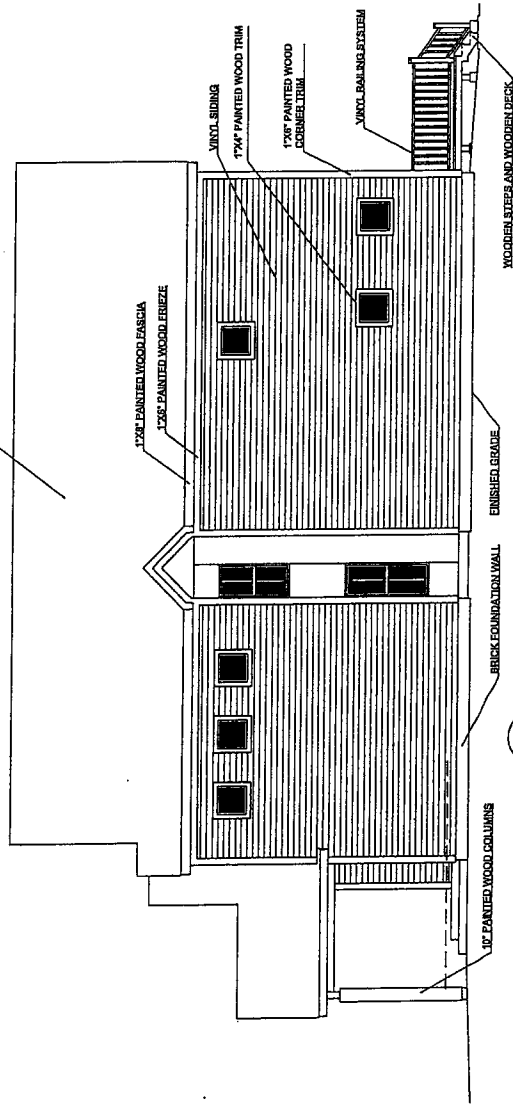
Glendale
33D, 2 1/2 Ba 1825 #



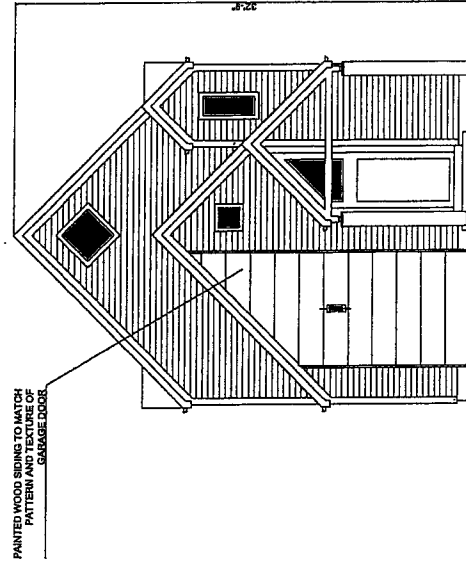
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A-4.0



3 left side elevation
scale: 1/4"=1'-0"
A-4.0



4 right side elevation
scale: 1/4"=1'-0"
A-4.0



1 front elevation
scale: 1/4"=1'-0"
A-4.0

residence for 7409 hughart st., norfolk, va • j maynor construction, developer



Architect
project no. 2012-08
drawn by jlm
approved by jlm
dated 03.04.13

A-4.0

SUB 03.08.13 CITY OF NORFOLK, VA

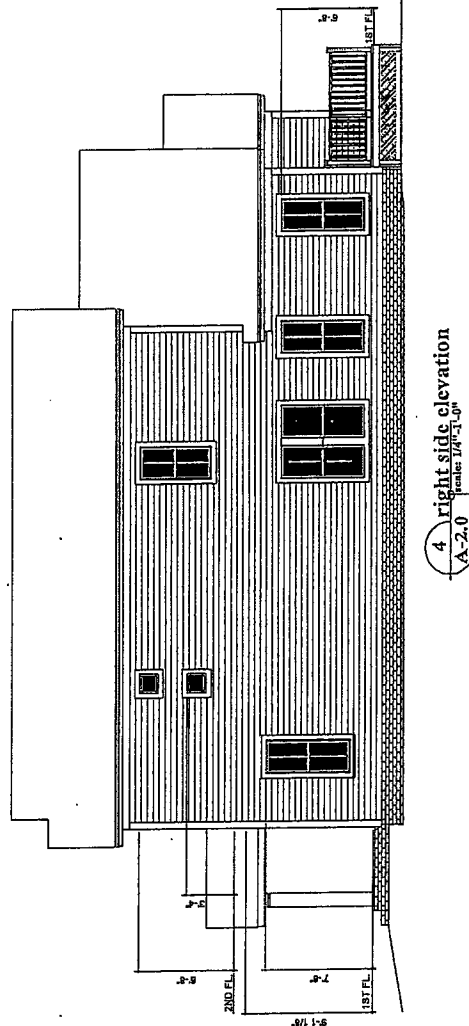
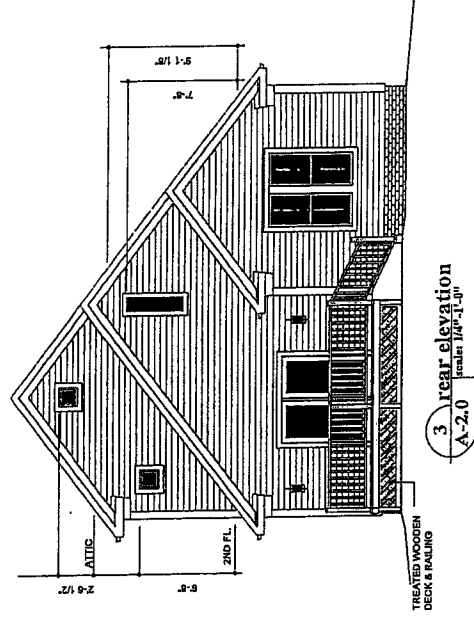
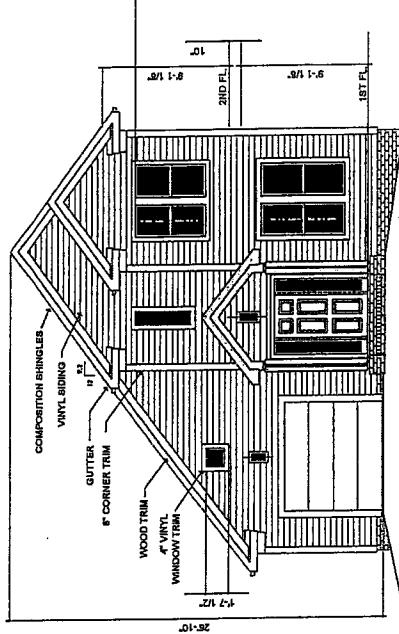
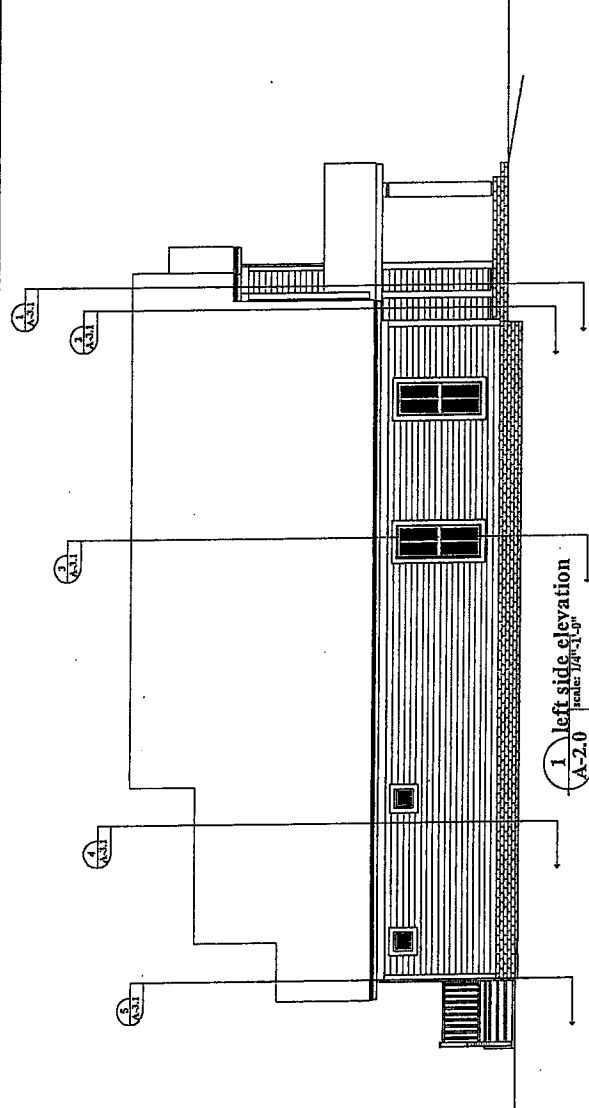
PRINTED HALF SIZE
soriaassociates a comprehensive architectural practice • studio located at 823 shirley ave., norfolk, va. 23517 • tel: 757.963.6684 • email: hello@soriaassociates.com

Matthew Allen

300, 2 Ba 1,815 sq

2/23/2011 11:30:09 AM

THE ABSENCE OF THE ARCHITECT'S SIGNATURE ACROSS THE SEAL INDICATES THE DRAWINGS HAVE NOT BEEN ISSUED FOR CONSTRUCTION



house for lot 480-a, jaasac street, norfolk, va - jmaynor construction - developer

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2010-29
PROJECT NUMBER
JFS
DATE
Dec 9, 2010
DATE REVISION

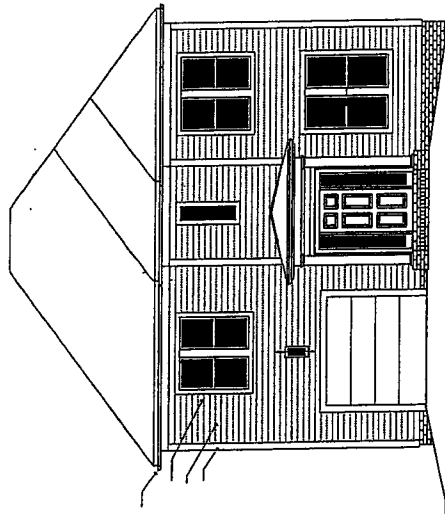
soria associates: a comprehensive architectural practice - studio located at 823 shirley ave., norfolk, va 23517 - tel: 757-749-7988 - fax: 757-963-6684 email: soriaassociates@soriaassociates.com

AS BUILT SET - 021111

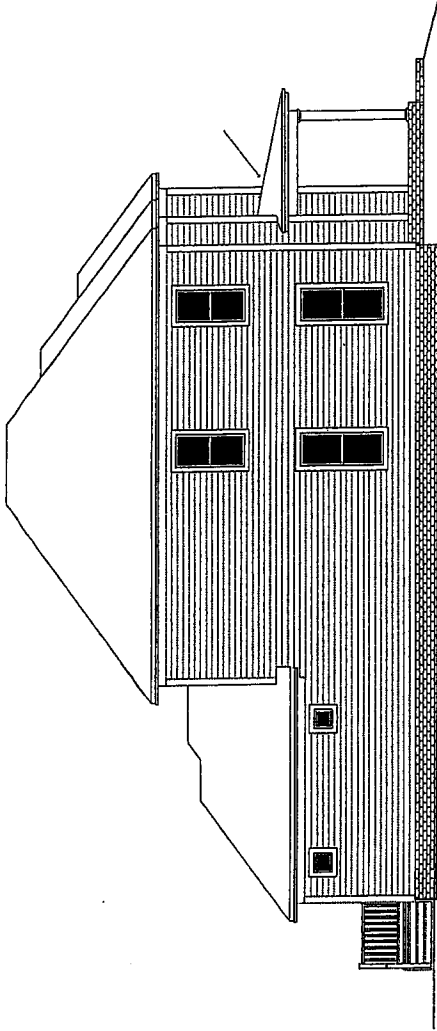
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HARBOR
4 BD, 3 Bath 2,055 sq ft

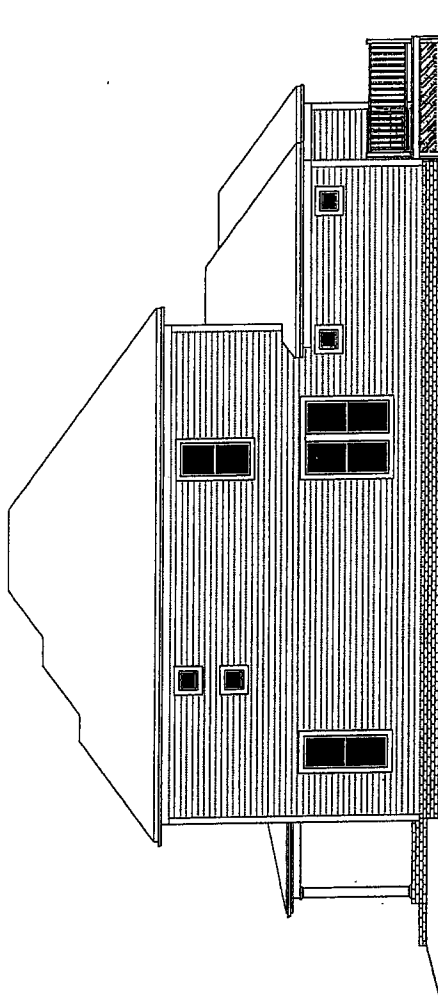
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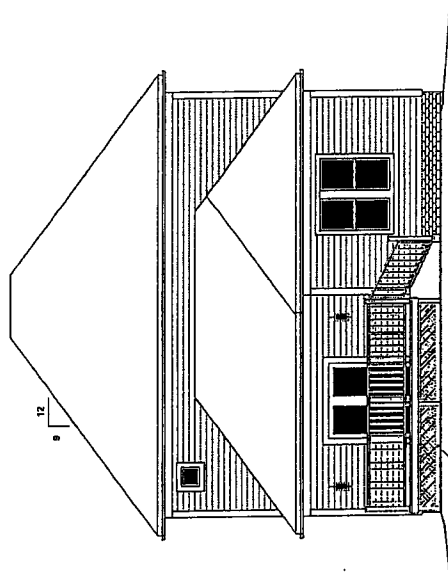
1 front elevation
A-2.0
scale: 1/4"=1'-0"



2 left side elevation
A-2.0
scale: 1/4"=1'-0"



3 right side elevation
A-2.0
scale: 1/4"=1'-0"



4 rear elevation
A-2.0
scale: 1/4"=1'-0"



Architect
Project No. 2011-11
Drawn by J.S.
Approved by J.S.
Issued 09.15.11

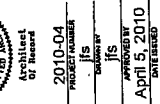
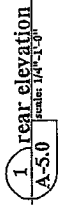
A-2.0

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seldon avenue, norfolk, va • jmaynor construction, developer

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THE ABSENCE OF THE ARCHITECT'S SIGNATURE INDICATES THE REAL INDICATIONS THE DRAWINGS HAVE NOT BEEN ISSUED FOR CONSTRUCTION.



A-5.0

soria associates:a comprehensive architectural practice - studio located at 823 sluirley ave., norfolk, va 23517 - tel: 757-749-7988 - fax: 757-963-6684 email: soriaassociates@soriaassociates.com